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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/777,353	02/05/2001	Patrick Steven Cunningham	8134-A-1	5161
43354 7590 03/21/2007 MESCHKOW & GRESHAM, P.L.C. 5727 NORTH SEVENTH STREET, SUITE 409 PHOENIX, AZ 85014			EXAMINER KARMIS, STEFANOS	
			ART UNIT 3691	PAPER NUMBER
SHORTENED STATUTORY PERIOD OF RESPONSE		MAIL DATE	DELIVERY MODE	
3 MONTHS		03/21/2007	PAPER	

**Please find below and/or attached an Office communication concerning this application or proceeding.**

If NO period for reply is specified above, the maximum statutory period will apply and will expire 6 MONTHS from the mailing date of this communication.

## Office Action Summary

Application No.

09/777,353

Applicant(s)

CUNNINGHAM, PATRICK  
STEVEN

Examiner

Stefano Karmis

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

### Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

### Status

- 1) ☒ Responsive to communication(s) filed on 30 November 2006.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

### Disposition of Claims

- 4) ☒ Claim(s) 8-14 and 16 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 8-14 and 16 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

### Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

### Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some \* c) ☐ None of:
- ☐ Certified copies of the priority documents have been received.
  - ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  - ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

### Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☐ Information Disclosure Statement(s) (PTO/SB/08)  
Paper No(s)/Mail Date \_\_\_\_\_
- 4) ☐ Interview Summary (PTO-413)  
Paper No(s)/Mail Date. \_\_\_\_\_
- 5) ☐ Notice of Informal Patent Application
- 6) ☐ Other: \_\_\_\_\_

### **DETAILED ACTION**

1. The following communication is in response to Applicant's amendment filed 30 November 2006.

#### ***Status of Claims***

2. Claim 8 is currently amended. Claims 1-7 and 15 are cancelled. Therefore claims 8-14 and 16 are currently pending.

#### ***Response to Arguments***

3. Applicant's arguments with respect to the rejection of claims 8-14 and 16 under 35 U.S.C. 112, second paragraph as being indefinite are moot in view of the amendment filed on 30 November 2006, which amended the claim language to clearly state that a builder selects the lender.
4. Applicant's arguments with respect to the rejection of claims 8-14 under 35 U.S.C. 103(a) under Ingram in view of DeFrancesco, have been fully considered but are not persuasive. In the amendment filed 30 November 2006, Applicant argues that it would not have been obvious to combine the teachings of Ingram and DeFrancesco because it would render Ingram unworkable for its intended purpose because there is no direct relationship between the builder/borrower and the lender.

The Examiner respectfully disagrees that it would not be obvious to combine the teachings of Ingram with the teachings of DeFrancesco as discussed in the previous office

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actions. Both Ingram and DeFrancesco teach obtaining a loan through an application process.

Ingram teaches how to administer a construction loan between a builder, dealer, system administrator/lender (page 4, see discussion of Figure 8). DeFrancesco teaches a loan application where a default lender can be used or the borrower can select a specific lender from a list (page 22, figure 16-19). It would be obvious to one of ordinary skill in the art at the time of the Applicant's invention to modify the teachings of Ingram on how to administer a loan to include the teachings of DeFrancesco of selecting a lender because it allows a borrower to establish a borrowing relationship with a preferred lender. This modification would not render the teachings of Ingram unworkable for its intended purpose, as discussed below, and alleged by the Applicant.

The Examiner respectfully disagrees with the Applicant's assertion that such a modification would render the prior art unworkable for its intended purpose. It would be obvious to one of ordinary skill in the art to modify the teachings of Ingram to include that the system administrator and the lender are the same entity. Ingram teaches that the borrower communicates with a system administrator who communicates with a lender when administering a loan (Figure 1). The system administrator has control over various system processes, including obtaining money and disbursing it to a borrower or a third party (page 1, paragraph 0011) while a lender merely supplies the funds. The system administrator is also in control of loan approval (page 3, paragraph 0048 thru page 4, paragraph 0048, see discussion relating to Figure 3C, element 58). In the instant application, Applicant specification states that the lender reviews information and approves or disapproves the loan (page 3, paragraph 0034). Therefore the system administrator is performing a lending function based on what the lender does as discussed

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in the specification. Ingram teaches the ability to modify the invention in that different embodiments can embrace various combinations or configurations of presently disclosed features or elements or their equivalents (page 2, paragraph 0024). Ingram thereafter states such an embodiment includes an automated system for administering a loan including a borrower, and an inspector and a system administrator who obtains money and disburses it to the borrower (page 2, paragraph 0024). Therefore, the system administrator is acting as a lender since it is obtaining the money and disbursing it. For these reasons, it is deemed that the system administrator taught by Ingram could be considered a lender or modified to be the lender as discussed above and therefore Applicant's argument that Ingram would become unworkable for its intended purpose if it was modified is not persuasive.

Furthermore, Applicant's own invention, when given its broadest reasonable interpretation, does not necessarily conclude a direct relationship between a builder/borrower and a lender. Applicant's claim states that a borrower accesses a loan website (claim 8 and Applicant's specification page 2, paragraph 0026-0027 and Figure 1). Applicant teaches that a borrower goes to a website "applicationforpayment.com"(Figure 1). Claim 8, does not suggest or teach that the Applicant leaves this website and communicate with a lender directly. Instead, claim 8 teaches that all the limitations are performed over the website, which is not even the lender's website. This website is therefore acting as an administrator between the builder/borrower and the lender and claim 8 does not teach direct communication between a builder/borrower as Applicant alleges in the remarks.

Therefore Applicant's argument with respect to claims 8-14 are not persuasive because Ingram does teach a desire to build a relationship between the borrower/builder/system

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administrator/lender and thus it would be an advantage to be able to select a preferred lender as taught by DeFrancesco. Other arguments presented for claims 8, 10 and 15 all relate to the relationship between the lender and borrower and are therefore rejected for similar reasons discussed above. Arguments for claims 12 and 16 center on their dependency to claim 8 and therefore these arguments stand or fall with the arguments presented for claim 8 above.

### ***Conclusion***

5. **THIS ACTION IS MADE FINAL.** Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Stefano Karmis whose telephone number is (571) 272-6744. The examiner can normally be reached on M-F: 8-5.

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If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Alex Kalinowski can be reached on (571) 272-6771. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

Respectfully Submitted  
Stefano Karmis  
06 March 2007



HANI M. KAZIMI  
PRIMARY EXAMINER